

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK
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RUTGERS CASUALTY INSURANCE COMPANY,

CIV: 1:20-CV-03622-(ER)

Plaintiff,
-against-

**STIPULATION, ORDER AND
JUDGMENT ONLY AS TO
KESHAVARZ AND RASHEED**

THE ANDREWS ORGANIZATION,
HOME IMPROVEMENT CONSTRUCTION CORP.,
ALI KESHAVARZ, and NADYA RASHEED,

Defendants.
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Plaintiff RUTGERS CASUALTY INSURANCE COMPANY ("RUTGERS") and defendants ALI KESHAVARZ ("Keshavarz") and NADYA RASHEED ("Rasheed"), agree as follows:

WHEREAS, RUTGERS has filed this action seeking a declaration as to a disclaimer of coverage as to claims asserted by Keshavarz and Rasheed, including the Rasheed Claim for property damage allegedly sustained at 132 Perry Street, Unit 2E, New York, New York 11014, as identified in the Complaint, under several policies issued to Home Improvement Construction Corp. ("Home Improvement"), including Policy Number SKP 2504732 10 for the policy period from July 9, 2016 through July 9, 2017, Policy Number SKP 2504732 11 for the policy period from July 9, 2017 through July 9, 2018 (the "2017 Policy"), Policy Number CUP 2504733 10 for the policy period from July 9, 2016 to July 9, 2017, and policy number CUP 2504733 11 for the policy period from July 9, 2017 to July 9, 2018" (collectively referred to herein as the "Policies"); and

WHEREAS, RUTGERS, KESHAVARZ, and RASHEED have agreed to resolve all issues between them solely as to the insurance coverage claims presented in this action and that

Keshavarz and Rasheed do not waive their claims as against Home Improvement as to the Rasheed Claim for property damage allegedly sustained at 132 Perry Street, Unit 2E, New York, New York 11014, it is

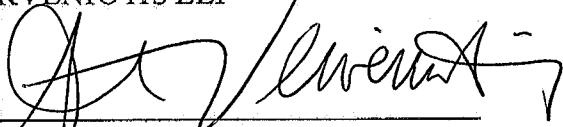
NOW THEREFORE, in consideration of the recitals, representations and understanding contained herein,

STIPULATED, ORDERED AND ADJUDGED that the Policies do not provide coverage for the Rasheed Claim as identified in the Complaint, and that the action against KESHAVARZ, and RASHEED is hereby terminated without costs, attorney's fees, or interest to either side.

Dated: June 30, 2020

MIRANDA SLONE SKLARIN
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By:


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Attorneys for Plaintiff
RUTGERS CASUALTY
INSURANCE COMPANY

FRIEDMAN SANCHEZ

By:


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16 Court Street, Suite 2600
Brooklyn, New York 11241

SO ORDERED and ADJUDGED.


Edgardo Ramos, U.S.D.J
Dated: 8/13/2020
New York, New York